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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF MARIN

14 CHURCH OF SCIENTOLOGY)
15 INTERNATIONAL, a California not-)
for-profit religious corporation,)

16)
17 Plaintiff,)

18 vs.)

19)
20 GERALD ARMSTRONG; DOES 1 through)
25, inclusive,)

21)
22 Defendants.)

23)
24 AND RELATED CROSS-ACTIONS AND)
25 CONSOLIDATED ACTION)

) CONSOLIDATED CASE NO.
) 157 680

) PLAINTIFF'S MEMORANDUM OF
) POINTS AND AUTHORITIES IN
) SUPPORT OF MOTION FOR
) SUMMARY ADJUDICATION OF THE
) FOURTH, SIXTH AND ELEVENTH
) CAUSES OF ACTION OF
) PLAINTIFF'S SECOND AMENDED
) COMPLAINT

) DATE: December 23, 1994
) TIME: 9:00 a.m.
) CALENDAR: Law & Motion
) DEPT: 1

) TRIAL DATE: May 18, 1995

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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. PRELIMINARY STATEMENT

3 In December, 1986, plaintiff Church of Scientology
4 International ("the Church" or "plaintiff") sought to end a long
5 period of litigation with former Church member Gerald Armstrong
6 ("Armstrong" or "defendant"). Armstrong's lengthy campaign was
7 ended, or so plaintiff thought, when he entered into a
8 confidential Settlement Agreement (the "Agreement") with
9 plaintiff in 1986. [Sep.St. 1.]¹ The terms of the Agreement
10 required Armstrong not merely to end his own litigation against
11 plaintiff, but among other things, also required Armstrong to
12 refrain from aiding others in litigation, to return to the Church
13 the documents which he had stolen and all copies of them, to
14 refrain from discussing with third parties his experiences with
15 the Scientology religion, and to keep confidential all terms of
16 the Agreement itself. In exchange for his promises, Armstrong
17 received \$800,000 from the Church. [Sep.St.No. 7-8.]

18 The Agreement was signed by Armstrong, on videotape, after
19 he consulted with at least three separate attorneys. [Sep.St.No.
20 5.] At the time, Armstrong stated to the Church's attorney
21 before a video camera and live witnesses, that he fully
22 understood the Agreement, and that he was signing it of his own
23 free will. [Sep.St.No. 6.]

24 The Church has fully performed all of its obligations
25

26 ¹ All references to evidence are to the Separate Statement of
27 Undisputed Facts, concurrently filed, which provides, by number,
28 a full reference to the evidence in support of this motion.
References will be made to "Sep.St.No. ___" for "Separate
Statement of Undisputed Facts, Fact Number ___."

1 pursuant to the Agreement. [Sep.St.Nos. 9-10.] The facts are
2 undisputed, however, that Armstrong has breached the Agreement
3 repeatedly, as set forth in detail in the Second Amended
4 Complaint. Many of those breaches involved disclosures by
5 Armstrong about his alleged experiences in and with Scientology,
6 which paragraph 7(D) of the Agreement provides entitles CSI to
7 liquidated damages. With this motion, CSI seeks summary
8 adjudication that it is entitled to the payment by Armstrong of
9 liquidated damages in the aggregate amount of \$150,000, for three
10 of the admitted breaches of the Agreement which are undisputed:

11 - In August, 1991, Armstrong provided a declaration to
12 litigants suing the Church which purports to describe his
13 experiences with the Church of Scientology [Second Amended
14 Complaint ("Am.Cmplt."), Fourth Cause of Action];²

15 - In May, 1992, Armstrong provided a declaration to still
16 more anti-Church litigants which claimed to authenticate an
17 earlier affidavit, prepared by Armstrong, which described
18 Armstrong's alleged experiences with the Church of Scientology
19 [Am.Cmplt., Eleventh Cause of Action]; and

20 - In March, 1992, Armstrong provided interviews to various
21 media, including, inter alia, Cable News Network (CNN) and The
22 American Lawyer, in which he discussed, inter alia, his
23 experiences with the Church of Scientology [Am.Cmplt., Sixth
24 Cause of Action].

25
26 ² The operative complaint herein is the Second Amended
27 Complaint, which consolidated two separate complaints by order of
28 the Court and was filed and served on April 5, 1994. [Request
for Judicial Notice, Ex. F.] Armstrong has never answered this
complaint, and is in clerk's default. [Request for Judicial
Notice, Ex. G.]

1 Armstrong does not contest the facts which comprise these
2 breaches; indeed, he has admitted that he did each of the actions
3 which plaintiff alleges. Nor does he contest that the actions
4 are breaches of the written agreement. Throughout this
5 litigation, Armstrong has argued solely that, although he
6 received full and substantial consideration from the Church, he
7 should be excused from his performance of the contract.

8 Armstrong's central argument has been that, in his view, the
9 contract violated "public policy" because it interfered with his
10 First Amendment rights, and because his lawyer had improperly
11 pressured him to sign the Agreement. Armstrong has listed a
12 large panoply of "affirmative defenses," all of which were argued
13 extensively both to Judge Sohigian and on appeal. After
14 discarding Armstrong's First Amendment argument, noting that
15 "[a]lthough Armstrong's 'freedom of speech is affected, it is
16 clear that a party may voluntarily by contract agree to limit his
17 freedom of speech," the court of appeal "decline[d] any extended
18 discussion" of Armstrong's remaining "shotgun-style" arguments,
19 and found that he was incapable of bearing his burden of
20 demonstrating why the agreement should not be enforced.

21 [Sep.St.No. 11, 12, 13, 14.]

22 Armstrong raised these arguments early in the litigation,
23 when the Church sought a preliminary injunction, arguing
24 unsuccessfully to both the trial court and the court of appeal
25 that his list of accusatory affirmative defenses should negate
26 his contractual obligations. Just as the court of appeal
27 rejected Armstrong's lengthy list of complaints about the
28 contract, finding that the Church could, indeed, enforce the

1 Agreement by means of preliminary injunction, so must this Court
2 reject those same tired arguments when they are offered as
3 excuses for Armstrong's repeated and deliberate breaches of the
4 agreement.

5 With no facts in dispute, interpretation of the meaning and
6 effect of the contractual provisions which provide the Church
7 with a remedy for these breaches is a matter of law for the
8 Court, and the Fourth, Sixth and Eleventh Causes of Action may be
9 adjudicated in the Church's favor on a motion for summary
10 adjudication.

11 II. STATEMENT OF FACTS

12 A. The Settlement Agreement

13 In December, 1986, the Church entered into the Agreement
14 with Armstrong. The Agreement provided for a mutual release and
15 waiver of all claims arising out of a cross-complaint which
16 defendant Armstrong had filed in Church of Scientology of
17 California v. Gerald Armstrong, Los Angeles Superior Court No.
18 C420153.³ The Agreement contains various provisions designed to
19 guarantee that new actions were not spawned or encouraged by the
20 conclusion of the old one. In particular, with respect to the
21 causes of action at issue in this motion, paragraph 7(D) provides
22 that Armstrong: (1) would not create or publish, or assist
23 another in creating or publishing, any media publication or
24 broadcast, concerning information about the Church of

25 ³ The signatories to the Agreement were Gerald Armstrong and
26 the Church of Scientology International, by its President, Heber
27 Jentsch. [Sep.St.Nos. 1, 2.] Mr. Armstrong's signature was
28 witnessed by JoAnn Richardson and Michael Sutter, and the
Agreement was signed with approval as to form and content by Mr.
Armstrong's attorney, Michael Flynn. [Sep.St.Nos. 3, 4.]

1 Scientology, L. Ron Hubbard, or any other persons or entities
2 released by the Agreement; (2) would maintain "strict
3 confidentiality and silence" with respect to his alleged
4 experiences with the Church or any knowledge he might have
5 concerning the Church, L. Ron Hubbard, or other Scientology-
6 related entities and individuals; (3) would not disclose any
7 documents which related to the Church or other identified
8 entities and individuals; and (4) would pay to the Church \$50,000
9 in liquidated damages for each disclosure or other breach of that
10 paragraph.⁴ Other paragraphs in the Agreement restricted

11
12 ⁴ Paragraph 7(D) provides, in relevant part: "Plaintiff
13 [Armstrong] agrees never to create or publish or attempt to
14 publish, and/or assist another to create for publication by means
15 of magazine, article, book or other similar form, any writing or
16 to broadcast or to assist another to create, write, film or video
17 tape or audio tape any show, program or movie, or to grant
18 interviews or discuss with others, concerning their experiences
19 with the Church of Scientology, or concerning their personal or
20 indirectly acquired knowledge or information concerning the
21 Church of Scientology, L. Ron Hubbard or any of the
22 organizations, individuals and entities listed in Paragraph 1
23 above. [Armstrong] further agrees that he will maintain strict
24 confidentiality and silence with respect to his experiences with
25 the Church of Scientology and any knowledge or information he may
26 have concerning the Church of Scientology, L. Ron Hubbard, or any
27 of the organizations, individuals and entities listed in
28 Paragraph 1 above. [Armstrong] expressly understands that the
non-disclosure provisions of this subparagraph shall apply, inter
alia, but not be limited, to the contents or substance of his
complaint on file in the action referred to in Paragraph 1
hereinabove or any documents as defined in Appendix "A" to this
Agreement, including but not limited to any tapes, films,
photographs, recastings, variations or copies of any such
materials which concern or relate to the religion of Scientology,
L. Ron Hubbard, or any of the organizations, individuals, or
entities listed in Paragraph 1 above... [Armstrong] agrees that
if the terms of this paragraph are breached by him, that CSI and
the other Releasees would be entitled to liquidated damages in
the amount of \$50,000 for each such breach. All monies received
to induce or in payment for a breach of this Agreement, or any
part thereof, shall be held in a constructive trust pending the
outcome of any litigation over said breach. The amount of
liquidated damages herein is an estimate of the damages each

(continued...)

1 Armstrong's ability to provide voluntary aid or advice to others
2 litigating against the Church.⁵

3 The Church had good reason for negotiating these particular
4 clauses with Armstrong. In addition to his own litigation,
5 Armstrong fomented significant additional litigation against the
6 Church and other Churches of Scientology, stirring up enmities of
7 other former members. Moreover, Armstrong became involved in
8 plot after clandestine plot to take over or even destroy his
9 former religion. [Am.Compl., ¶ 3.]

10 Armstrong received substantial consideration from the Church
11 pursuant to the settlement agreement. Indeed, he boasted to the
12 media that he received \$800,000, a figure which is uncontested.
13 [Sep.St.No. 7, 8.]

14 **B. Armstrong's Willing Participation in the Settlement Process**

15 At the time of the settlement, the Church had little reason
16 to trust Armstrong. Consequently, Church counsel insisted that
17 Armstrong execute the Agreement on videotape, before several
18 witnesses and a notary public, with his own lawyer present, in
19 order to ensure that Armstrong would not later attempt to
20 invalidate the Agreement through the subterfuge of claims of
21 duress or the like. During the videotaping, a jovial and relaxed
22 Armstrong joked with his counsel, and, in a light-hearted mood,
23 signed the Agreement. Armstrong engaged in the following

24 _____
25 ⁴(...continued)
26 party would suffer in the event this Agreement is breached. The
27 reasonableness of the amount of such damages are hereto
28 acknowledged by [Armstrong]."

⁵ See specifically ¶¶ 7(H), 7(G), 10, 7(D), 18(D), 20 of the
Agreement. [Exhibit B to Sep. St.]

1 colloquy with Church counsel Larry Heller at that time:

2 HELLER: O.K. Ah, Mr. Armstrong, I'm going to ask you to
3 sign three documents, ah, a Mutual Release of All
4 Claims and Settlement Agreement, and two separate
5 affidavits. Prior to doing so, however, I would like
6 to ask you some questions with regard to those
7 documents, um-hm, excuse me, which I would like you to
8 answer freely and honestly, if you would. Ah, first of
9 all, have you had a chance to, ah, completely and
10 comprehensively review and read these documents?

11 ARMSTRONG: Yeah.

12 HELLER: O.K. Have you had a chance to discuss these
13 documents with your attorney, Mr. Flynn?

14 ARMSTRONG: Yes.

15 HELLER: Has Mr. Flynn explained these documents as well
16 as the legal and factual ramifications to you, legal
17 and practical ramifications to you to your
18 satisfaction?

19 ARMSTRONG: Uh, I think so, yes.

20 HELLER: O.k. Well, do you have any question of that
21 whatsoever?

22 ARMSTRONG: No, I have no current questions about it.

23 HELLER: O.k. Very good. You are going to sign these
24 of your own free will?

25 ARMSTRONG: Yes.

26 HELLER: O.k. You are not suffering from any duress or
27 coercion which is compelling you to sign these
28 documents?

ARMSTRONG: No.

HELLER: All right. You are not presently under the
influence of alcohol or any medication, prescription or
otherwise, which would impede your ability to
comprehend the legal and factual intent of these
documents?

ARMSTRONG: No.

[Sep.St.No. 6.] Armstrong has also admitted that, prior to
signing the Agreement, he consulted not just Flynn, but at least
two other lawyers about the Agreement. [Sep.St.No. 5.]

1 **C. Armstrong's Breaches of Paragraph 7(D) of the Agreement**

2 **1. Armstrong Violated The Agreement By Providing A**
3 **Declaration About His Experiences With The Church And**
4 **Additional Documents To Anti-Church Litigants Vicki**
5 **And Richard Aznaran**

6 Vicki and Richard Aznaran ("the Aznarans"), are former
7 Church members who were actively engaged in litigation against
8 the Church and others in 1991. [Sep.St.No. 15.] In June, 1991,
9 the Aznarans discharged their attorney, Ford Greene, and retained
10 Joseph A. Yanny to represent them.

11 While counsel for the Aznarans, Yanny hired Armstrong, in
12 Yanny's own words "as a paralegal to help [Yanny] on the Aznaran
13 case." [Sep.St.No. 16.] Yanny was well aware that Armstrong was
14 prohibited from this conduct by the Agreement: Yanny was one of
15 the attorneys representing the Church at the time that the
16 Agreement was made. Thereafter, in July, 1991, Yanny was
17 disqualified from his representation of the Aznarans by the Court
18 sua sponte, because Yanny had formerly acted as general counsel
19 for the Church and other related entities, thus rendering his
20 appearance on behalf of the Aznarans "highly prejudicial" to the
21 Church. In the same order, the Court reinstated Ford Greene as
22 the Aznarans' counsel. Armstrong immediately began working for
23 Ford Greene. Indeed, Greene pressured the Aznarans to pay
24 Armstrong a monthly stipend for the services which he was
25 supposedly providing to Greene concerning the Aznarans' case.
26 [Sep.St.No. 17.]

27 The undisputed evidence -- comprised of Armstrong's own
28 admissions -- is that on August 26, 1991, while working for
Greene, Armstrong provided the Aznarans with a declaration which

1 was filed in their case. [Sep.St.No. 18] Armstrong has admitted
2 that he drafted and signed the declaration, and that the
3 declaration contains descriptions of some of his alleged
4 experiences with and knowledge of the Church. [Id.] Armstrong
5 also attached to the declaration, and purported to authenticate,
6 copies of two documents which concern the Church, the Scientology
7 religion, and/or other protected entities and individuals. [Id.]
8 This declaration, and the attached documents, are violations of
9 Armstrong's agreement, contained in ¶7(D), to maintain strict
10 confidentiality concerning those matters.

11 **2. Armstrong Violated The Agreement By**
12 **Providing A Declaration About His Experiences**
13 **With The Church And Additional Documents**
14 **To David Mayo, et al.**

15 The facts are also undisputed that, on May 27, 1992,
16 Armstrong provided a declaration to attorneys for litigants David
17 Mayo, Church of the New Civilization, John Nelson, Harvey Haber,
18 Vivien Zegel and Dede Reisdorf, which was filed in the
19 consolidated cases of Religious Technology Center, et al. v.
20 Robin Scott, et al., and Religious Technology Center, et al. v.
21 Wollersheim, et al., United States District Court for the Central
22 District of California, Case Nos. CV 85-711 JMI (Bx) and CV 85-
23 7197 JMI (Bx) ("the Scott case"). [Sep.St.Nos. 23-24.] The
24 Church and related entities - Church of Scientology of California
25 and Religious Technology Center - are plaintiffs in the Scott
26 case. In the declaration, Armstrong purports to authenticate an
27 earlier declaration which describes some of his alleged
28 experiences with the Church, as well as a portion of a transcript
which was ordered sealed in the earlier action between the Church

1 and Armstrong. [Id.] These actions are separate and further
2 violations of ¶7(D), triggering the liquidated damages remedy.

3 **3. Armstrong Violated The Agreement**
4 **By Giving Interviews To The Media**

5 Armstrong also has admitted in deposition that on March 19
6 and 20, 1992, he gave interviews to various reporters, including
7 a reporter for CNN. In his CNN interview, Armstrong discussed
8 his alleged experiences with the Church of Scientology. The
9 interview was videotaped, then broadcast repeatedly on CNN.

10 [Sep.St.No. 19-21.] In addition, Armstrong has admitted to a
11 1992 interview with William Horne, a reporter with The American
12 Lawyer, in which he also discussed his Scientology experiences.
13 [Sep.St.No. 22.] These interviews constitute a breach of ¶7(D)
14 of the Agreement.

15 **III. ARGUMENT**

16 **A. Armstrong's Liability For The Breaches May Be**
17 **Determined By Summary Adjudication**

18 A motion for summary adjudication "shall be granted if all
19 the papers submitted show that there is no triable issue as to
20 any material fact and that the moving party is entitled to a
21 judgment as a matter of law." Code Civ. Proc. § 437c(c).

22 Moreover, under a provision recently added to the Code of Civil
23 Procedure:

24 (n) For purposes of motions for summary judgment
25 and summary adjudication:

26 (1) a plaintiff or cross-complainant has met his
27 or her burden of showing that there is no defense to a
28 cause of action if that party has proved each element
of the cause of action entitling the party to judgment
on that cause of action. Once the plaintiff or cross-
complainant has met that burden, the burden shifts to
the defendant or cross-defendant to show that a triable
issue of one or more material facts exists as to that

1 cause of action.
2 C.C.P. §437c(n)(1). As demonstrated below, and in the Separate
3 Statement of Undisputed Facts, the Church has met its burden by
4 proving, from Armstrong's own admissions, each element of the
5 causes of action for breach of contract for which summary
6 adjudication is sought. The burden, accordingly, shifts to
7 Armstrong to demonstrate that a triable issue of material fact
8 exists as to plaintiff's claims. Armstrong is simply unable to
9 meet that burden. He has already admitted the facts of each of
10 the claimed breaches, and does not dispute that his actions
11 constitute a breach of the contract, so long as the contract is
12 enforceable. Moreover, the Court of Appeal has already rejected
13 each of his claimed affirmative defenses, finding that the
14 Agreement was fully enforceable against him.⁶

15
16 ⁶ The Court of Appeal described Armstrong's defenses as
17 follows: "Armstrong did not deny the charged conduct but asserted
18 the settlement agreement was not enforceable for various reasons,
19 primarily that it was against public policy and that he signed it
20 under duress." [Sep.St.No. 12.] The Court rejected all of those
21 defenses -- including, inter alia, assorted constitutional
22 claims, lack of mutuality, duress, actual fraud, constructive
23 fraud, restraint of trade, unclean hands and obstruction of
24 justice -- most without comment. [Sep.St.No. 13.] In rejecting
25 Armstrong's First Amendment arguments, the Court stated:

26 Although Armstrong's "freedom of speech" is
27 affected, it is clear that a party may voluntarily by
28 contract agree to limit his freedom of speech. (See In
re Steinberg (1983) 148 Cal.App.3d 14, 18-20 [filmmaker
agreed to prior restraint on distribution of film]; ITT
Telecom Products Corp. v. Dooley (1989) 214 Cal.App.3d
307, 319 [employee's agreement not to disclose
confidential information; "it is possible to waive even
First Amendment free speech rights by contract"]; Snepp
v. United States (1980) 444 U.S. 507, 509, fn. 3 [book
by CIA employee subject to prepublication clearance by
terms of his employment contract].)

[Sep.St.No. 14.]

1 Once the moving party has shown the nonexistence of a
2 factual dispute as to a material fact, the party opposing the
3 motion can avoid summary adjudication only by presenting evidence
4 tending to demonstrate that there exists a triable issue of
5 material fact. See, e.g., University of Southern California v.
6 Superior Court (1990) 222 Cal.App.3d 1028, 1036, 272 Cal.Rptr.
7 264, 268-269.

8 Indeed, courts have found that summary adjudication can be
9 particularly appropriate for a cause of action for breach of a
10 written contract. "Where there is no conflict as to the terms of
11 a contract, and where its provisions are not uncertain or
12 ambiguous, its 'meaning and effect * * * and the relation of the
13 parties to it thereby created * * * become a question of law to
14 be decided by the court.'" Nizuk v. Georges (1960) 180
15 Cal.App.2d 699, 705, 4 Cal.Rptr. 565, 570 (citations omitted)
16 (Liability under written employment contract properly decided on
17 motion for summary judgment). Here, the parties agree on the
18 existence of the written contract between them [Sep.St.No. 1],
19 and there is no dispute as to its language or terms. The
20 evidence of the breaches consists of undenied facts presented by
21 plaintiff and the admissions of the defendant himself. All that
22 remains to be decided -- the meaning and effect of those terms --
23 is a question of law for the Court.

24 **B. The Undisputed Evidence Concerning These Three Causes Of**
25 **Action Supports A Judgment For Plaintiff In The Combined**
Amount of \$150,000 In Liquidated Damages

26 To establish its claim for breach of contract, the Church
27 must establish, by competent and undisputed evidence, "(1) the
28 contract, (2) plaintiff's performance or excuse for nonperform-

1 mance, (3) defendant's breach, and (4) the resulting damages to
2 plaintiff." Reichert v. General Insurance Company of America
3 (1968) 68 Cal.2d 822, 830, 69 Cal.Rptr. 321, 325, 462 P.2d 377.

4 Each of these elements is fully established by undisputed
5 evidence as to plaintiff's Fourth, Sixth and Eleventh Causes of
6 Action. Armstrong has fully identified and authenticated the
7 Agreement [Ex. B to Sep.St.] and his signature thereon.

8 [Sep.St.No. 4.] He has acknowledged that he signed the Agreement
9 while fully expecting to be paid the settlement figure which he
10 and his attorney agreed upon, and he has admitted that he
11 received that amount. [Sep.St.No. 7.] It is also undisputed
12 that the amount was \$800,000, not a small or nominal sum.

13 [Sep.St.No. 8.] The payment of money to Armstrong's attorney is
14 the sole consideration required of plaintiff pursuant to the
15 Agreement, and it was fully paid within days of the signing of
16 the Agreement. [Sep.St.Nos. 1,7.]

17 Armstrong's breaches have been detailed in Part II. C,
18 supra, and are set forth, with their supporting evidence, in the
19 accompanying separate statement. Each of the acts that
20 constitute a breach has been admitted by Armstrong, either in his
21 Answer to the Amended Complaint, in deposition, or both. The
22 evidence chronicled in the separate statement demonstrates not
23 one, but three separate, individual breaches of paragraph 7(D) of
24 the Agreement.

25 The damages suffered by plaintiff by reason of Armstrong's
26 breaches of paragraph 7(D) of the Agreement are also without
27 dispute. As part of the Agreement, the parties settled on
28 \$50,000 as liquidated damages, which would compensate plaintiff

1 for each breach of ¶7(D). Armstrong and his attorney agreed,
2 when they signed the Agreement, that this was a reasonable
3 amount. [Sep.St.No. 9.] Under California law, such a liquidated
4 damages provision is presumed valid unless it is shown to be
5 "unreasonable under the circumstances existing at the time the
6 contract was made." Civil Code § 1671(b). Armstrong bears the
7 burden of demonstrating that the provision was not reasonable
8 under the circumstances existing when the contract was made. He
9 has proffered no evidence of this, nor can he. The clause can,
10 and must, be enforced. O'Connor v. Televideo System, Inc. (1990)
11 218 Cal.App.3d 709, 718, 267 Cal.Rptr. 237.

12 **CONCLUSION**

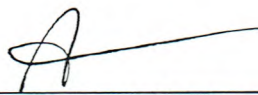
13 Armstrong has admitted to three separate breaches of the
14 Agreement which require him to pay the Church a combined amount
15 of \$150,000 in liquidated damages. There are no disputed issues
16 of fact as to any of the elements of plaintiff's claims.
17 Plaintiff is, accordingly, entitled to summary adjudication of
18 its Fourth, Sixth, and Eleventh Causes of Action, and it is
19 entitled to entry of judgment on those claims in the amount of
20 \$150,000.

21 Dated: November 16, 1994

Respectfully submitted,

22 Laurie J. Bartilson
23 BOWLES & MOXON

24 WILSON, RYAN & CAMPILONGO

25 By: 
26 Andrew H. Wilson

27 Attorneys for Plaintiff
28 CHURCH OF SCIENTOLOGY
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